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COMMONWEALTH OF VIRGINIA, ex rel.

STATE CORPORATION COMMISSION

CASE NO. PUC000035

**Ex Parte: In the matter of third-party
testing of Operation Support Systems
for Bell Atlantic-Virginia, Inc.**

Project Leader Ruling Adopting Protective Agreement

November 29, 2000

On February 17, 2000, the Commission established this proceeding to conduct third-party testing of the operation support systems (“OSS”) for Bell Atlantic-Virginia, Inc., now Verizon-Virginia, Inc. (“Verizon”). In accordance with the Commission’s directives, the Project Leader adopted a Master Test Plan on May 31, 2000, and Metrics on August 11, 2000. KPMG Consulting, LLC (“KPMG”) has been hired by the Commission to conduct third-party testing. KPMG’s testing is now underway and Verizon has begun reporting its Virginia performance metrics. KPMG’s testing is likely to touch upon confidential and proprietary information. For example, Verizon claims that its reports of Virginia performance metrics contain confidential and proprietary information. Consequently, to facilitate both (i) the use of confidential and proprietary information by interested persons for purposes of this proceeding, and (ii) the protection of the confidential nature of the information, I find that a protective agreement should be adopted. Accordingly,

IT IS DIRECTED THAT any documents, materials, and information to be produced by Verizon, either for itself or for its affiliates, or to be produced by any other interested person (“Interested Parties”) in this proceeding in response to Commission orders, Project Leader’s rulings, and data requests, or properly propounded interrogatories or requests for production of documents from KPMG, Staff, or Interested Parties, which documents, materials, or information the producing party designates and clearly marks as confidential (“Confidential Information”), shall be produced, examined and used only in accordance with the following conditions:

(1) All Confidential Information produced to Verizon, KPMG, Staff, or Interested Parties shall be used solely for the purposes of this proceeding.

(2) Access to Confidential Information shall be specifically limited to Verizon, KPMG, Staff, or Interested Parties, their counsel and to support personnel who are working on this case under the direction of their counsel and to whom it is necessary that the Confidential Information be shown for the purposes of this proceeding, so long as counsel for such party has executed an Agreement to Adhere to Protective Ruling (“Agreement”), which is Attachment A to this Ruling. Upon execution, all Agreements shall be promptly forwarded to the producing party and to the Commission’s Project Leader at Office of Hearing Examiners, P.O. Box 1197, Richmond, VA 23218-1197.

(3) In the event that Verizon, KPMG, Staff, or Interested Parties seek permission to grant access to any Confidential Information to any person other than the persons authorized to

receive such information under Paragraph (2) above, the party desiring permission shall obtain the consent of counsel for the producing party. In the event of a negative response, the party seeking disclosure permission may apply to the Commission for such permission.

(4) The producing party shall be under no obligation to furnish Confidential Information to persons other than those authorized to receive such information under Paragraph (2) above unless specifically ordered by the Commission to do so. Parties are encouraged to seek consents to the maximum extent practicable.

(5) Where a party contends that they should not be required to produce to parties other than Staff and KPMG specific documents, materials, or information due to their commercially or competitively sensitive nature (“Competitively Sensitive Information”), or that access to Competitively Sensitive Information should be restricted, such party shall bear the burden of proving that such specific documents, materials, or information should not be discoverable, or access should be restricted by appropriate motion directed to the Commission’s Project Leader for this matter.

(6) The Clerk of the Commission is directed to maintain under seal all documents, materials, and information filed with the Commission in this proceeding which the producing party has designated, in whole or in part, as Confidential Information or Competitively Sensitive Information.

(7) In the event Verizon, KPMG, Staff, or an Interested Party seeks to introduce at any hearing or file with the Commission testimony, exhibits, or studies that disclose Confidential Information the party seeking such introduction shall:

(a) if such information is prefiled, file such testimony, exhibits or studies with the Commission under seal and serve on all parties of record copies of the testimony, exhibits, or studies deleting those parts that contain references to or portions of the designated Confidential Information. The testimony, exhibits, or studies containing the Confidential Information filed with the Commission shall be kept under seal unless and until the Commission rules to the contrary. Each party shall, upon signing Attachment A hereof, receive a copy of those parts of the testimony, exhibits, or studies that contain references to or portions of the Confidential Information and each party and counsel shall be bound by this Ruling insofar as it restricts the use of and granting of access to the Confidential Information; or

(b) notify the producing party at least three (3) days in advance of any hearing regarding testimony, exhibit, or study that is not prefiled unless a shorter period would not unduly prejudice the producing party.

(8) Oral testimony regarding Confidential Information, if ruled admissible by the Project Leader, will be taken *in camera* and that portion of the transcript recording such testimony shall be placed in the record under seal.

(9) In the event Verizon, KPMG, Staff, or an Interested Party seeks to introduce at a hearing testimony, exhibits or studies that disclose Competitively Sensitive Information, the

Staff or the party seeking such introduction shall notify the producing party at least ten (10) days in advance of any such hearing unless a shorter period is necessary or would not unduly prejudice the producing party. Any testimony regarding Competitively Sensitive Information shall be taken *in camera* and in the presence of only those persons who have been granted access to the specific Competitively Sensitive Information pursuant to a nondisclosure agreement with the producing party. That portion of the transcript recording such testimony shall be placed in the record under seal.

(10) No person authorized under this Protective Ruling to have access to Confidential Information or Competitively Sensitive Information shall disseminate, communicate, or reveal any such Confidential Information or Competitively Sensitive Information to any person not specifically authorized under this Ruling to have access.

(11) Insofar as the provisions of this Ruling restrict the communications and use of the Confidential Information produced thereunder, such restrictions shall continue to be binding after the conclusion of this proceeding as to the Confidential Information.

(12) This Ruling does not preclude Verizon, KPMG, Staff, or any Interested Party from arguing, prior to public disclosure, that documents, materials, and information received under the Ruling should not be treated as Confidential or Competitively Sensitive. But in no event shall any party disclose Confidential or Competitively Sensitive Information it has received subject to this Ruling absent a finding by the Project Leader or the Commission that such information does not require confidential treatment. Any party objecting to treating information as either Confidential or Competitively Sensitive may file with the Clerk of the Commission a motion seeking *in camera* review by the Project Leader of the documents alleged to be subject to treatment as Confidential or Competitively Sensitive. The burden of proving that documents, materials, or information should be treated as Confidential or Competitively Sensitive shall be upon the proponent of maintaining the documents, materials, or information in such confidence.

(13) A producing party is obligated to separate non-confidential and non-competitively sensitive documents, materials, and information from Confidential Information and Competitively Sensitive Information wherever practicable, and to provide the non-confidential and non-competitively sensitive documents, materials, and information.

(14) Any party who obtains Confidential Information or Commercially Sensitive Information and thereafter misuses it in any way shall be subject to sanctions as the Commission may deem appropriate, in addition to any other liabilities which might attach from such misuse.

Alexander F. Skirpan, Jr.
Hearing Examiner/Project Leader

**BEFORE THE
STATE CORPORATION COMMISSION
COMMONWEALTH OF VIRGINIA**

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STATE CORPORATION COMMISSION

CASE NO. PUC000035

**Ex Parte: In the matter of third-party
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AGREEMENT TO ADHERE TO PROTECTIVE RULING

I, _____, on behalf of and representing _____, hereby
acknowledge having read and understood the terms of the Protective Ruling entered in this
proceeding by the Project Leader on November 29, 2000, and agree to treat all Confidential
Information and Competitively Sensitive Information that I receive, review, or to which I
have access in connection with this Case No. PUC000035 as set forth in the Project Leader
Ruling Adopting Protective Agreement.

Signature: _____

Printed Name: _____

On behalf of: _____